

## CASES REPORTED THIS WEEK.

Dove v. Swindon .....	784	Middlesex Manufacturing Co. (Limited) .....	784
Equestrian and Public Buildings Co. (Limited) .....	784	Tucker v. Prior .....	784
Firth, Re, Firth v. Clarke .....	784		

## The Solicitors' Journal and Reporter.

LONDON, OCTOBER 15, 1887.

## CURRENT TOPICS.

MR. JOHN ARTHUR CHARLES TANNER, M.A., solicitor, has been appointed a taxing master in bankruptcy. Mr. TANNER was admitted in 1881.

THE VACATION JUDGE's sitting on Friday this week was to be held in Queen's Bench Court No. 2. It is anticipated that the Vacation Sittings will close with the present week.

THE 125TH SECTION of the Bankruptcy Act, 1883, has apparently had but a very limited operation. During the three years for which returns have been published, the number of orders for administration of deceased debtors' estates in bankruptcy has been only eighty-four in the aggregate, being an average of twenty-eight per year.

IT WILL BE seen from the sittings paper, which we publish elsewhere, that Mr. Justice KEEWICH will take actions every day of the sittings, continuing his practice as to taking motions in Liverpool and Manchester District Registry business on every Saturday. Other interlocutory business from these registries will be taken on alternate Saturdays, commencing with Liverpool business on the 29th inst. Mr. Justice STIRLING will sit in chambers every Monday, instead of Friday, as heretofore.

IF IT WERE NECESSARY to add to the already overwhelming evidence in support of the conclusion that another judge is required in order that the business of the Chancery Division may be satisfactorily disposed of, such evidence may be found in the fact that during the year 1875-6 the then four judges of the Chancery Division and the Lord Chancellor sat on 761 days and disposed of 1,942 actions, &c., and 4,905 interlocutory applications; whereas ten years later, in 1885-6, the five judges of the Chancery Division, with Mr. Justice BUTT as an additional judge, sat on 1,232 days and disposed of only 1,355 actions, &c., and 4,147 interlocutory matters. The trial of actions by oral evidence is, of course, one chief reason why actions are not so rapidly disposed of nowadays; and so long as that system is continued, no expectation can be entertained that the work will be more quickly disposed of with the existing number of judges. It cannot be anticipated that the proposals recently made that shorthand writers should be employed to take verbatim notes of the evidence will commend itself to the majority of the judges. This is a point which involves as well the convenience of the judges as the question of expense to suitors. To the latter class the costs of litigation are already sufficiently onerous, and Her Majesty's Treasury is not likely to come forward and pay the salaries of sworn shorthand writers which would probably exceed in amount the salaries of a judge and his officers.

WE PRINT in another column a letter from a learned correspondent offering an explanation of the extraordinary passage in the last Copyhold Act (50 & 51 Vict. c. 73), s. 6, to which we drew attention in our last number. We cannot, however, find in the other Act which he cites (39 & 40 Vict. c. 56, s. 31), anything to bear out the interpretation which he puts upon it. That Act—the Commons Act, 1876—is an enabling Act, permitting inclosures to be made, with the assent of the Land Commissioners, in the manner therein prescribed; but it does not appear to interfere with any right to inclose, existing either at the common law or by the

Statute of Merton, which the lord might lawfully exercise apart from the Act. Section 31 does not in any way cut down the rights given by the Statute of Merton, but only obliges the lord to give public notice, by means of advertisements, of his intention to exercise them. There is another point on which we do not find ourselves entirely in agreement with our correspondent. If we had arrived at the conclusion at which he has arrived, we should not have arrived at it "satisfactorily." We understand him to suggest that the meaning of the section is that, in manors where a special custom exists permitting the lord, with the assent of the homage, to grant parcels of the waste *de novo* to be held by copy of court roll, such a grant shall in future, though made with the assent of the Land Commissioners, take effect to create a freehold instead of a copyhold. If this is the Act's meaning, the passage cited is, in our humble opinion, a scandalous example of bad draftsmanship; and we should only abstain (supposing that to be its meaning) from styling it a glaring scandal, because such blundering has become too common for any single example to be very conspicuous. How can land which by the hypothesis is made freehold, or, to be very precise, held "as" freehold, by the operation of the grant itself, "cease" to be something which it never was? Would any rational draftsman, wishing to express the meaning our correspondent suggests, intentionally use language which compels recourse to his "*eo instanti*" hypothesis, or (if this is our correspondent's supposition) which causes that hypothesis to hang upon the use of the word "as"? As citizens we may be much inclined to favour any interpretation which avoids the confiscation of vested interests; as lawyers we cannot help feeling much shocked at the thought of being forced to avoid it by such an expedient.

SIR HENRY JAMES, the author of the Corrupt Practices Act, 1883, has written a letter to the *Times* on the "Templecombe Free Lunch," in which he points out that the provision of food and drink free of cost at a political meeting and the payment of money for railway expenses are a violation of the spirit of the above-mentioned Act. So far we should think most people, looking at the matter apart from considerations of party, will agree with the learned writer. But he further expresses an opinion that the "direct provisions" of the Act have been infringed, and expresses a hope that, if it should be proved upon an election petition that the feasted electors were solicited to record their votes for the Liberal candidates before them, "there will be judges strong enough to say that the candidate who has reaped the advantage of such an appeal has not been elected by pure or legal means." If there were candidates present at the free lunch, or concerned in its promotion, there may possibly be ground for this hope; but we confess we find it difficult to see how a candidate who merely reaps the advantage of the free lunch exhortations, without having been in any way party or privy, by himself or his agents, to the free lunch, can be hit. In order to render him responsible the promoters of the free lunch must be shewn to be his agents. He "must be proved (either by himself or his authorized agent) to have employed the persons in question to act on his behalf, or to have to some extent put himself in their hands, or to have made common cause with them for the purpose of promoting his election" (*per GROVE, J., Taunton Election*, 2 O.M. & H. 74). It is perhaps conceivable that a candidate who accepted the assistance of the associations by whom the tickets for the free lunch were distributed might be held to have adopted their previous acts, particularly if an election occurred shortly after the free lunch; but this would certainly be a strong construction. The liability of the promoters and recipients of the free lunch is, however, quite a different matter. Section 1 of the Act of 1883 provides that "any person who corruptly [that is, with the motive, by means of treating, to produce an effect on the elector: *Hereford Election*, 1 O.M. & H. 195], by himself or any other person, either before, during, or after an election, directly or indirectly gives or provides, or pays wholly or in part the expense of giving or providing any meat, drink, entertainment, or provision to or for any person, for the purpose of corruptly influencing that person or any other person to give or refrain from giving his vote at the election . . . shall be guilty of treating," and is rendered liable to the severe penalties and disqualifications mentioned in section 6. Moreover, by section 1 (2), every elector who

corruptly accepts or takes any such meat, drink, entertainment, or provision, is also made guilty of treating. And, by section 36, every person guilty of a corrupt practice at an election is prohibited from voting at such election, and, if he votes, his vote is to be void. Possibly Sir HENRY JAMES's remark may have been made with reference to this last liability.

IN COMMENTING last week upon the case of *Magnus v. Queensland National Bank* (36 Ch. D. 25) we pointed out the danger that a mortgagee runs of re-conveying the mortgaged property to the wrong person. At first sight it seems to follow that he is bound at his peril to discover who is entitled to the equity of redemption, but it has been expressly laid down that this is a burden which the courts will not impose upon him. Thus in *Cholmondeley v. Clinton* (2 Jac. & W. 185) his position was distinguished from that of a trustee proper. "The estate is not committed to his care, nor has he the means of preventing or being acquainted with the changes which the title to the equity of redemption may undergo, either by act of the mortgagor, without his privity, or by operation of law, by descent, forfeiture, or otherwise." In that case the interest had been regularly paid by a person who had no title, and it was considered that the neglect of the true owner was sufficient to warrant the mortgagee in conveying the property to the apparent owner of the equity of redemption. Again, the equity of redemption is frequently divided among several persons, and the question arises how far the mortgagee is bound upon a re-conveyance to protect their interests. This also has been decided in a manner favourable to him, as is clear from Lord HATHERLEY's judgment in *Pearce v. Morris* (5 Ch. 230): "It would be very mischievous to mortgagees if the court were to hold that they were bound to inquire into the titles of all the persons who have got other interests in the equity of redemption, or that, if they accepted their money without a suit, it was at their peril, because they had been constituted trustees for other parties. It would also involve mortgagors in a vast amount of litigation and costs, which would be entirely unnecessary in most cases." Hence it was decided that, though a mortgagee is not entitled to convey absolutely to a mere stranger to the estate, yet he is bound to convey to any person having an interest in the estate which gives a right to redeem. Or, as was said more generally, "All that either the court or the mortgagee has to attend to is, that in fact the person tendering the money has an interest, whatever it may be, in the equity of redemption." Of course the re-conveyance is not to such person absolutely, and if the position of the other parties is not exactly stated, yet, at least, the deed must shew that the party redeeming has a partial interest only, and is to hold subject to the right of redemption of all the persons who hold other interests. But while the mortgagee is thus relieved from the duty of following strictly the devolution of the equity of redemption when the owner for the time being does not assert his rights, or of settling the interests of the various persons holding partial interests therein, yet he is bound to be cognizant of facts actually brought to his notice, and to act upon them. In the case referred to last week the mortgage was in January, 1882, and the re-transfer in February; yet the mortgagees, without any inquiry, transferred to a stranger at the direction of one only of the mortgagors. A good example, too, is afforded by the case of *West London Commercial Bank v. Reliance Permanent Building Society* (29 Ch. D. 954). There the first mortgagees had received from the second mortgagees notice of their incumbrance, but in forgetfulness of this they concurred with the mortgagor in effecting a sale. But inasmuch as the second mortgagees were the persons entitled to redeem, and the first mortgagees had had notice, they became, upon being paid off, trustees for the second mortgagees, and so were liable for the loss of their security. It appears, then, that a mortgagee will be safe if he acts upon a reasonable probability as to the rights of parties, taking care to observe such actual notices of subsequent incumbrances as are served upon him. When there is a real dispute as to rights, it is for the courts to settle it, and not the mortgagee.

THE CASE of *Watson v. Strickland* (35 W. R. 763, 19 Q. B. D. 391) is another illustration of the danger of putting too much into a bill of sale. Two provisions had been inserted either of which was sufficient

to avoid the deed. For some reason or other the mortgagee stipulated that when all the moneys secured had been repaid he should endorse the fact upon the bill of sale and then keep it in his own possession. What the exact use of this could be, except for vexatious purposes, is not clear. It was suggested that it was a stipulation originally devised by some money lender in order to obstruct legal proceedings subsequently taken by the grantor of the bill of sale to obtain redress for wrongs suffered during the continuance of the security. In any case it could have very little effect one way or the other, and this was pleaded on behalf of the bill of sale. But the court would have none of it. Much or little, it altered the legal relations of the parties from what they would be under the statutory form, and this was sufficient. It was provided, again, that the grantor of the bill of sale should keep down the interest upon any mortgages which might be subsisting upon the premises where the goods from time to time should be. This is apparently for the maintenance of the security, and so it was argued, inasmuch as under such mortgages there might be a power of distress over the goods. But granting that the stipulation was good so far, yet in its actual form it went much farther, for it bound the grantor to pay the interest on all mortgages, whether they contained such a power of distress or not, and irrespective of whether they were granted by himself.

THE POST of examiner to the court so much sought after and expected to be exceedingly lucrative, can scarcely answer expectations. The total amount of fees received by the examiners in the year ending with October, 1886, was £1,861, and in the previous year £1,721. About 20 of the 25 examiners originally appointed still retain their posts, and any person can calculate for himself what are the average receipts of each.

DURING THE LAST three years there has been a gradual decrease in the amount of the funds in court belonging to suitors. Adding securities and cash together, the total amount on the books of the Paymaster-General, shewn by the three latest returns, is £78,866,104, £78,360,326, and £75,877,581, shewing a decrease of nearly three millions sterling.

#### IS COMPULSION REALLY NECESSARY FOR THE ESTABLISHMENT OF REGISTRATION OF TITLE?

##### I.

It seems to be generally expected that the Land Transfer Bill will be re-introduced next session. If it is, we may hope to see it in the consolidated form so universally recommended by all critics during the last session. But it is not of its form so much as of its substance that we now desire to speak. The form is only a question of labour, all admit consolidation to be desirable; the only doubt is whether it will be considered worth while to undertake it at the present stage. As to the substance of the measure, it is evident from the numerous expressions of opinion that have flowed in from all sides that there is still much debateable matter left open to discussion. We propose to occupy the present breathing space in collecting some observations on a few of the most salient points that seem to admit of further consideration.

In the first place it will be well to state what we consider to be beyond the province of profitable discussion now. It is clearly an exaggeration to say that the whole question of registration of title to land has entered upon an entirely new phase since this time last year. It will be remembered, for instance, by those who have watched the matter for any length of time, that up to the moment of the Chancellor's speech from the woolsack, little more than six months ago, it was a matter of uncertainty whether the Government scheme, spoken of in two speeches from the throne, and adumbrated by Cabinet Ministers in numerous platform speeches for the best part of two years, would or would not be a reverter to the system of registration of deeds, and, if not, it was still open to doubt what species of registration of title would be adopted, and what means would be chosen to preserve the



measure from remaining to so large an extent a dead letter as its predecessors of 1862 and 1875.

Now, however, there cannot be two opinions as to the general direction that the reforms will take when it pleases the Legislature to carry them. Lord Halsbury said in his opening speech that registration of deeds was dead—and in so saying he killed it. The consensus of all parties in favour of registration of title in some form or other—whether right or wrong—is now so obviously determined, that on this point at least we venture to submit that further discussion would be now perfectly futile. Therefore, for one thing, we propose to eschew entirely all general objections to registration of title as a whole. If it be a bad system its imperfections must be left to be demonstrated in practice: the powers that be are determined to be satisfied with nothing short of this. Therefore, in the following observations it will be assumed, for simplicity's sake, that registration is a good thing, and that the only question is how to introduce it with least trouble and friction during the transition period.

Two other lesser points seem also to be settled for the present—namely, that the system of absolute title hitherto pursued must be modified, and that the nature of the title conferred on the registered owner must be more in the nature of a warranty by the Government against loss—guaranteed title, as it has been named for distinction—and, as a concomitant, that an insurance fund must be established. This principle has been found to work very well in Australasia: the mistakes made are very trifling (under three thousand pounds worth in over twenty years for the whole of Australia and New Zealand), the insurance charge is nothing to compare with the cost of unregistered conveyancing, and the various funds are growing out of all proportion to the demands made upon them. Some critics appear to think that to make provision for possible error is the mark of a reckless and inconsiderate system. We must admit that our own view is entirely the opposite. Mistakes of some kind *must* attend all human operations. They may be kept down to a small amount by reasonable vigilance, but after a certain point the vigilance becomes more oppressive than the risk. At this point the insurance principle steps in and completes the edifice. Both these two latter points have been very exhaustively dealt with in recent publications, to which we would refer our readers who still entertain doubts on the subject, and to which we have ourselves nothing to add.

There is, however, one point left of first-rate importance, and one on which solicitors, as a body, have expressed a most decided opinion, which we venture to think has not been at all exhaustively treated as yet—namely, the question of compulsion. In their report on the Bill the Committee of the Incorporated Law Society say:—"Compulsion is unjust and should be unnecessary, and if a system of registration cannot be worked except by pressure of compulsion, it will be because it has not been made suitable to the requirements of the country, and will hamper instead of facilitate the dealings with real estate" (p. 2). This is not the popular view, however; the general public are of a directly contrary opinion, but we venture to say, as the result of much study, that we have not yet met with any reasoned defence of the popular view which does not, more or less, break down when examined. The opinion has, however, been so long, so often, and so positively expressed, that it is necessary to go somewhat deeply into the question in order to trace out the process by which the public mind has become impervious to so plausible a statement as that put forward by the Committee of the Incorporated Law Society in the passage just quoted.

To the Legislature charged with the duty of passing the Bill through both Houses of Parliament the question is doubtless one of extreme difficulty. On the one hand it is well known that the late Bill was displeasing to many of the supporters of the system of registration because it was not compulsory enough. On the other hand it can hardly be doubted that landowners (an influential, though perhaps a more silent, body, in the Legislature) were rendered not a little nervous by the compulsory clauses, and this nervousness has probably been increased by the interval for reflection which has now ensued, and possibly by the unmistakable disapproval which their solicitors, as a body, are now taking every occasion to emphasize.

One undoubted obstacle to the success of a voluntary system has been very much lessened during the past year. We do not hesitate to say that the passage of last year's Bill through the

House of Lords—to whatever cause it be attributed—has made it impossible for the bulk of the profession to ignore the system of registration of title. That they have ignored it hitherto can hardly be denied. It is a most unusual thing to find a solicitor who has any exact knowledge of it, or who is not easily led into the gravest misconceptions regarding its features. For instance, it is a frequent mistake, even among those who have given some attention to the subject, to suppose that it has no counterpart to the banker's mortgage by deposit of deeds—witness a letter from an esteemed correspondent in our last week's issue. As a fact, every system of registration that we know of makes express provision for these mortgages, and it is reported from Australia that they are used just as often under the new system as they were formerly, and that, in fact, the banker is in an easier and also a safer position, holding an equitable charge with deposit of certificate, than he is in England lending on a deposit of deeds.

We will now consider the various arguments that may be adduced in favour of compulsion.

The short case for compulsion is generally thus stated:—Two attempts have been made to establish the system in this country: those attempts failed because they were voluntary: compulsion is therefore the only alternative. Now notwithstanding the high authority which can be quoted in support of this view, and notwithstanding the almost universal acceptance it obtains outside the legal profession, we hope we may be permitted still to doubt its correctness, and to dwell upon some aspects of the subject which tend to justify that doubt.

To trace the gradual steps by which the idea of compelling all landowners to register possessory titles has come to be accepted as the only possible way of getting estates registered involves a short retrospect, because in the course of the last thirty years an entire change has taken place in the mode in which the question is generally looked at. All early authorities agree in considering it as in the first place a landowner's question: for instance, the Report of the Registration and Conveyancing Commission of 1850, p. 6, runs thus: "We ought to consider as a burden upon land whatever has the effect of diminishing its value or detracting from its ready and convenient application to the wants or requirements of its owner. The fear of delay as well as of expense is a more effective cause of the depreciation of land than the apprehension that the title may be insecure. The experience of the delay especially which so often attends sales and transfers, by deterring some persons from making investments in land, and others from lending money on mortgage, materially diminishes the value of landed property. Expedients which may afford to purchasers or lenders protection against fraud will secure a great and direct benefit to landowners by the increased value of their possessions."

But in practice under the Act of 1862 this result did not occur. For one thing, the costs of registration always greatly exceeded the costs of a sale under ordinary conditions of sale, and, for another, it seems that no efficient means was hit upon for causing purchasers to contribute anything towards the amount so spent. Consequently, vendors having nothing to gain by registering before a sale, and purchasers having equally no motive for registering after, the landowners, as a body, preferred to retain the old system. Solicitors say the costs were occasioned by difficulties made in the Land Registry Office. The officers of the registry say they were caused by the carelessness of the solicitors—the result was the same either way.

Then it was that the suggestion was first made, of which so much has been heard since, that solicitors selfishly opposed registration in order to retain their own lucrative business of preparing abstracts of title. That so good a measure as the Act of 1862 was believed to be could fall by its own weight was hardly supposed possible. Accordingly the Royal Commission of 1868 (Report 1870) devoted much attention to the inquiries as to the attitude of solicitors. It is true some solicitors (more desirous apparently of a reputation for personal candour than jealous of the honour of their profession) inclined to indorse the discreditable view just mentioned, but the commissioners themselves, in their report, came to an entirely different opinion—namely this (the passage has been often quoted, but its moral has been little attended to), "There is always in all callings of life a large number of individuals who dislike and suspect all change as such, but these always follow when a lead has once been made in a good direction, and it is clear in this case

that the dislike to the existing system proceeds from men who have honestly tried to work it, and who wish for some workable system, and are in such a position that their houses would not only have set an example which, if successful, others must eventually follow, but would of themselves have supplied the registry with as much business as its present staff could discharge" (p. xvi., para. 20). A more complete acquittal could hardly have been given.

### SEPARATION DEEDS.

#### III.

So far we have seen that there is now no objection to separation deeds on the ground of public policy; that, so far as relates to the separation proper, they will probably be enforced equally against the husband and the wife; and that in this respect the wife can contract as though she were a *feme sole*. It remains to consider her capacity to enter into the auxiliary agreements with regard to property which usually form part of the deed.

It has been pointed out that the general capacity of a wife to act as a *feme sole* in the compromise of a matrimonial suit was recognized in *Vansittart v. Vansittart* (4 K. & J. 62), but, as was there said, "subject, of course, to this limitation, that her capacity to contract is confined to the matters as to which she is to be considered a *feme sole*, and to the purposes for which she is so considered" (p. 71). Upon this limitation stress was laid in *Cahill v. Cahill* (8 App. Cas. 431), and this constitutes now the leading case on the subject. There, upon a compromise of the husband's suit for restitution of conjugal rights, it was stipulated that the wife should release part of her jointure charged upon the husband's real estate, but no deed was acknowledged in the manner proper for the conveyance of such an interest by a married woman. It was contended that, as this was one of the terms of a separation deed, the ordinary formalities might be dispensed with, and especially that, as the wife was living in independence of her husband, there was no necessity for those safeguards which contemplated, and were made to provide against, her dependence upon him. But this was decisively rejected by Lord Selborne, C., in an elaborate judgment, and he was followed by the other Law Lords. The disability of coverture, he said, sprang, not from the wife's dependence on her husband, but from the fact that the two were one in law. The wife was, however, capable of suing, and of being sued, either with her husband or by her next friend, and, as a consequence of this, could be bound by a compromise. Hence arose the possibility of her conveying her lands by a fine. But when fines were abolished and the system of conveying lands by deeds separately acknowledged was introduced, then the disability of married women was strictly defined by the Legislature. Nor is this in any way altered by the fact that the conveyance is a provision in a separation deed. Upon the compromise of a matrimonial suit, husband and wife may each contract as they like with regard to their own property; but the wife is bound by the same limitations that affect her contracts with a stranger.

Hence it is clear that before the Married Women's Property Act, 1882, the capacity of a woman to contract with her husband in a separation deed in regard to her property was already fully recognized. For the purpose of such contract she was regarded as a *feme sole*, but for all other purposes, such as the actual conveyance of property, she was still under the disabilities of a married woman. The chief effect of the Act, then, so far as we are concerned, is to place her in the position of a *feme sole* with regard to all her property, or, in the case of women married before 1882, with regard to property acquired since then. The intervention of a trustee for all the main purposes of the deed is quite unnecessary, though if he covenants to indemnify the husband against the wife's debts, that is still a valuable consideration to support any settlement made by the husband as against creditors.

In other respects, too, the contract is subjected to the ordinary rules of contracts. Thus it will be interpreted according to the intention of the parties as expressed in its words: *Rowley v. Rowley* (1 Sc. & D. 63), and it is vitiated by fraud: *Brown v. Brown* (7 Eq. 185). In the former case a wife had compromised a divorce suit, and had agreed not to institute other proceedings in the Divorce Court. It was held that misconduct of the husband before the agreement, though not then known to the wife, could

not be the subject of further proceedings. In the latter case a husband was released from his agreement not to sue on the ground that it had been entered into upon a false declaration of innocence by the wife. So, too, the contract is subjected to the ordinary rules as to consideration; and this may be a benefit received by one party, as the covenant by the wife not to sue for nullity of marriage on the ground of impotency in *Wilson v. Wilson* (1 H. L. C. 538), or an obligation or burden incurred by another, as the trustee's covenant to indemnify the husband in *Stephens v. Olive* (2 Bro. C. C. 90), or the execution of the deed by the husband, in *Jones v. Waite* (5 Bing. N. C. 341). So, too, the release of an interest in property will be a good consideration, as in *Logan v. Birkett* (1 M. & K. 220), where the release by the husband of his interest in future-acquired property of the wife was held to be a good consideration for an annuity granted to him by her and charged upon her separate estate.

It is to be noticed that the effect of the separation deed is confined to its proper object, the release of the husband and wife from the mutual duty of cohabitation. There is no change in their legal position with reference to the outside world. This important point was decided in *Marshall v. Rutton* (1800, 8 T. R. 545). That was an action of *assumpsit* for goods supplied to the wife after separation, but Lord Kenyon, C.J., refused to recognize her liability on the ground that the husband and wife could not by contract change their legal position, and so the wife could not become liable to be sued. An apparent exception to this occurs when a separate maintenance is provided for the wife, for this puts an end to her implied authority to pledge her husband's credit. This, however, is simply on the ground that the authority is delegated, and not inherent, and that when a separate provision has been made for her on the terms that she shall apply for nothing more it is impossible to imply any further authority. So it was put by Lush, J., in *Eastland v. Burchell* (3 Q. B. D. 435).

We have considered the portion of the deed relating to separation proper, and to the pecuniary or other arrangements necessitated thereby; the future peace of the parties is frequently secured by a covenant that neither shall molest the other. Of course, this prohibits all personal interference; and in *Sanders v. Rodway* (16 Beav. 207), where the husband threatened to get possession of his wife by force, he was restrained by injunction. The real question, however, is to decide what amount of annoyance, short of personal interference, will amount to molestation within the covenant. The mere giving of trouble is not sufficient, for this may be done in pursuance of a legal right. Thus, in *Thomas v. Everard* (6 H. & N. 448), a suit by the wife for judicial separation was held not to be a breach of her covenant not to molest, although it might have been different had her suit been brought for the purpose of securing increased alimony. But the question was exhaustively discussed in *Pearson v. Earl of Aylesford* (14 Q. B. D. 792), and this is now the leading case on the subject. The principle there laid down is embodied in the following passage from the judgment of Brett, M.R.:—

"What kind of act must be done in order to constitute a molestation? I am of opinion that the act done by the wife, or by her authority, must be an act which is done with intent to annoy, and does, in fact, annoy; or which is, in fact, an annoyance; or, to put the latter proposition into another shape, that it must be an act done by her with a knowledge that what she is so doing must of itself, without more, annoy her husband, or annoy a husband with ordinary and reasonable feeling."

The latter proposition, as the Master of the Rolls remarked, is, indeed, included in the former, since a person must be held to intend the known consequences of his own act. In the case in question it was contended that notorious adultery was a molestation, but unless the wife knows that this will come to the knowledge of her husband it does not come within the above rule. As to mere adultery, it was held, without hesitation, that this is no molestation, for it would be contrary to fact to suppose that it is committed with the intention of annoying the husband; and, if this is so, the subsequent birth of a child cannot increase the original offence. It would be different, indeed, if the spurious child was held out to the world as legitimate, and it was the failure to produce evidence of this which decided the case.

As to the variation of the terms of the deed and its entire avoidance, the law seems well settled. A variation is, in general, only possible in case of a subsequent dissolution of the marriage, and this may take place, notwithstanding the separation, should

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there be subsequent conduct on either side making a divorce possible. For this purpose the statute 22 & 23 Vict. c. 61, s. 5, is available, which provides for the alteration of settlements, whether ante-nuptial or post-nuptial, upon the dissolution of the marriage. It was settled in *Worsley v. Worsley* (1 P. & D. 648) that this applies to all deeds whereby property is settled upon a woman in her character as wife, and to be paid to her while she continues a wife, and, consequently, to separation deeds in which such provision is made. Probably, however, the court has power, of its own inherent jurisdiction, to make fresh arrangements upon a dissolution of marriage. Thus, in *Morrell v. Morrell* (6 P. D. 98), where there was subsequent incestuous adultery by the husband, it was held that the wife was entitled to sue for dissolution, and, as incident to the suit, to ask for new maintenance. See, too, *Benyon v. Benyon* (1 P. D. 447). But there is no such power upon a judicial separation merely. Thus, in *Gandy v. Gandy* (7 P. D. 168), where, upon the husband's adultery, the wife obtained judicial separation and the custody of the children, she was refused any further alimony, since no conduct of the husband had so affected her as to entitle her to repudiate the deed. This is an authority, too, for the more general proposition that the deed is not avoided by subsequent adultery on either side, not even when it is followed by a dissolution of the marriage, unless provided by the court in the manner described above. Thus in *Charlesworth v. Holt* (9 Ex. 38) the husband's liability to pay an annuity continued because not expressly limited by the deed, although its terms contemplated the marriage relationship continuing, for otherwise it might be terminated through the husband's own misconduct. The point was thoroughly argued in *Fearon v. Earl of Aylesford* (*supra*) on the ground of public policy, and the preceding decisions were without hesitation confirmed. Provision is frequently made for such a case by introducing into the deed a *dum casta* clause, but it was decided in *Hart v. Hart* (18 Ch. D. 670) that this was not a usual provision, and it will only be inserted by the court in carrying out an executory agreement to contain "usual provisions," when adultery has been proved against the wife.

As the deed is made with a view to separation, it has been held that its effect is limited to such separation. Hence it will be avoided by a subsequent reconciliation and return to cohabitation. Both these points, however, are essential. Thus the deed is not avoided by a reconciliation if the parties continue to live apart, as in *Frampton v. Frampton* (4 Beav. 287), nor by the living under the same roof, but in a state of the highest animosity, as in *Batesman v. Ross* (1 Dow. 235). When, however, trusts are created which may appear to look beyond a mere separation, it is best to provide for their cessation by an express clause if it is so intended. Thus, in *Ruffles v. Aleton* (19 Eq. 539) and *Randle v. Gould* (6 W. R. 108), upon consideration of the whole scope of the deeds in either case, they were held not to be avoided by subsequent reconciliation.

It appears, then, that the law of separation deeds is more firmly settled than the judicial dicta which we placed at the beginning of the first article would lead us to expect. On the question of public policy there is now no doubt, and, but for the remark of Lord Selborne in *Cahill v. Cahill* above referred to, there would be just as little doubt as to enforcing them equally against husband and wife. The wife's power to contract to live apart and to forbear from litigation is the same as that of a *feme sole*, but all contracts relating to her separate property are subject to the same limitations as though they were made with a stranger. The other points relating to the nature of the contract and its subsequent variation and avoidance appear to be equally clear, and the whole subject is an example of judicial law gradually brought into harmony with public opinion and established upon a rational basis.

Tuesday's *Gazette* contains a return shewing the number of receiving orders in the High Court, and in the several County Courts having Bankruptcy jurisdiction in England and Wales, gazetted in the quarters and nine months ending respectively 30th September, 1885, 1886, and 1887. In the High Court the figures for the three months were—in 1887, 204; in 1886, 197; and in 1885, 192. The corresponding figures in other courts were, 1,029, 969, and 890, the totals being 1,233, 1,166, and 1,082 respectively. For the nine months the figures for the three years in the High Court were 654, 643, and 606; in other courts, 2,990, 2,946, and 2,709; and the totals were 3,644, 3,589, and 3,315 respectively.

## REVIEWS.

### THE PUBLIC HEALTH ACT.

THE PUBLIC HEALTH ACT, 1875, ANNOTATED, WITH AN APPENDIX CONTAINING THE VARIOUS INCORPORATED STATUTES, &c. By W. G. LUMLEY, Esq., LL.M., Q.C., Counsel to the Local Government Board, and EDMUND LUMLEY, B.A., Barrister-at-Law. THIRD EDITION. By W. PATCHETT, Esq., Q.C., and ALEXANDER MACMORRAN, M.A., Barrister-at-Law. Shaw & Sons.

The last edition of this work appears to have met with the success which it deserved. Less than three years is a short period for the exhaustion of an edition of a work of this magnitude, and it is stated that the second edition has been out of print for some time. In the present edition the principal additions in the way of legislation are the Public Health (Members and Officers) Act, 1886; the Housing of the Working Classes Act, 1885; and the Contagious Diseases (Animals) Act, 1886. These Acts are inserted in the text, and are fully annotated, with exemplary care to place before the reader everything illustrating the operation of the different sections. Thus in section 12 of the Housing of the Working Classes Act, 1885, which, in the case of houses let to "persons of the working classes," alters the rule of law and implies a condition that an unfurnished house is reasonably fit for human habitation, there is a most exhaustive collection of cases shewing the effect of such an implication in the case of furnished houses. The appendix has had added to it several statutes, including many of the last session, which are all shortly, but usefully, annotated. The recent decisions we have looked for we have found very satisfactorily stated or noticed, and we are glad to be able to repeat our commendation of the care which the editors have bestowed on the book.

## CORRESPONDENCE.

### THE COPYHOLD ACT, 1887.

[To the Editor of the Solicitors' Journal.]

Sir,—The Copyhold Act, 1887, s. 6, to which you refer in your issue of to-day, appears to mean this: (1) That the lord shall not hereafter (without the approval of the Land Commissioners) grant any part of the waste lands of the manor, which prior to the Act he might (with the consent of the homage) have done; thus making not only the consent of the homage but also the consent of the Commissioners necessary to any future grant. And (2) that any part of the waste so granted with such double consent as aforesaid (i.e., any grant "lawfully made") shall not, as heretofore, be of copyhold tenure, but shall *eo instanti* be or become *as of freehold tenure* (i.e., held as in free and common socage). As you are aware, by the Commons Act, 1876 (39 & 40 Vict. c. 56), s. 31, the lord's right to approve under the Statute of Merton was entitled by requiring the consent of the Commissioners; and so, by section 6 of the Copyhold Act, 1887, the lord's right to grant the waste with the sanction of the homage is entitled in like manner. After much consideration of the section, this is the only interpretation of it I can satisfactorily arrive at.

October 8, 1887.

[See observations under head of "Current Topics." The word "entitled," occurring twice in one of the sentences of the above letter, appears to be the word used in the M.S.—Ed. S. J.]

### THE DEEDS OF ARRANGEMENT ACT, 1887.

[To the Editor of the Solicitors' Journal.]

Sir,—Perhaps you or some of your correspondents could throw some light on the following point in connection with the above Act—that is to say, whether, where a debtor enters into a separate composition deed with each of his creditors, there is any necessity for registration? The words "for the benefit of his creditors generally" in section 4 (2) would seem to shew that this is a correct interpretation of the Act. If this is the case the adoption of separate deeds would be an easy method of evading its provisions.

8, Old Jewry, Oct. 12.

ARTHUR E. ABRAHAM.  
[The words referred to appear to govern the whole of the definition of "deed of arrangement" in section 4, but has our correspondent considered the question of the validity of separate compositions with each creditor?—Ed. S. J.]

It is stated that the Court of Common Council last week agreed to the report of the Law and City Courts Committee, recommending that the appointment of Mr. F. Roxburgh as permanent Assistant Judge of the Mayor's Court should not be confirmed.

## CASES BEFORE THE VACATION JUDGE.

PETITION—TRUSTEES—REMOVAL—COSTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 147.

In the case of *Re Firth, Firth v. Clarke*, before Charles, J., on the 7th inst., a question arose under the Bankruptcy Act, 1883, as to the removal of trustees against whom a receiving order had been made. The case came on on petition on behalf of beneficiaries under the will of Joseph Firth, asking that two trustees might be removed and others appointed. The deed appointing the trustees was dated the 16th of December, 1864, and it was alleged that about £2,200 of the trust funds had been removed. An originating summons was then taken out. On the 9th of September, 1887, a receiving order was made against the trustees. Section 147 of the Bankruptcy Act, 1883, provides that where a bankrupt is a trustee within the Trustee Act, 1859, section 32 of that Act shall have effect so as to authorize the appointment of a new trustee in substitution for the bankrupt (whether voluntarily resigning or not), if it appears expedient to do so, and all provisions of that Act, and of any other Act relative thereto, shall have effect accordingly. On behalf of the petitioners reference was made to *Re Adams's Trusts* (12 Ch. D. 634) and *Re Lawson's Trusts* (29 SOLICITORS' JOURNAL, 115), where Kay, J. considered the Bankruptcy Act, 1883. Two beneficiaries were made respondents, and asked for their costs. The trustees did not appear.

CHARLES, J., made the order as prayed by the petition, adding that the new trustees, when appointed, should raise and pay out of the trust funds the costs of the petitioner and of the two respondents who appeared, as between solicitor and client.—COUNSEL, *Brett and Gaudar*. SOLICITORS, *Torr, Jannings, & Co.*, for *Craven & Ingham, Todmorden*; *Stevens, Bawtrie, & Stevens*.

## PARTNERSHIP—RECEIVER—DISPUTE—PRACTICE.

In the case of *Tucker v. Prior*, before Charles, J., on the 7th inst., the question arose as to appointing a receiver where the existence of a partnership is in dispute. The action was brought by John E. Tucker, and asked for a declaration that certain documents and letters created a partnership between the plaintiff and the defendants, R. C. Prior and his wife, William Pyke, and Thomas J. Wickham. This was a motion on behalf of the plaintiff asking that John Groves Cooper, of Bideford, in the county of Devon, land agent, or some other fit and proper person, on giving security, might be appointed receiver of the Raleigh Estate, near Bideford, in the county of Devon, and the rents and profits thereof, and all other the assets of the partnership mentioned in the endorsement on the writ in the action. The property was purchased for building purposes. For the plaintiff it was said that the defendants excluded the plaintiff from the property, and had mortgaged it without his consent; the property was in danger, and he was entitled to a receiver: *Lindley on Partnership*, 4th ed., vol. 2, p. 1012: "The court will appoint a receiver if the defendant wrongfully excludes his co-partner from the management of the partnership affairs." That the partnership was in dispute was no bar to the appointment of a receiver where there had been misconduct. Section 25, sub-section 8, of the Judicature Act, 1873, provided that: "A receiver may be appointed by an interlocutory order of the court in all cases in which it shall appear to the court to be just or convenient that such order should be made." The plaintiff here had been excluded from his property, and the property had been dealt with and was in jeopardy. The defendants denied that there was any partnership at all. It was an executory contract, and the condition precedent to the formation of the partnership was the completion of the purchase. This had not been completed because the plaintiff had not got the purchase-money ready. The mortgages were in possession of the property and a receiver was appointed. Where the fact of the partnership was denied it was not the practice to appoint a receiver. The question of the existence of a partnership was the question to be tried at the hearing. Reference was made to *Fairburn v. Pearson* (2 Mac. & G. 144) and *Chapman v. Beach* (1 Jac. & W. 504). Here three persons in possession alleged that they were sole owners, and the plaintiff came and said that he was a joint owner with them. There was no ground for the appointment of a receiver; the joint ownership was in dispute, and there was no allegation of misconduct. *Seton on Decrees*, 4th ed., vol. 1, p. 434: "If the existence of the partnership is questioned a receiver will not usually be appointed": *Walker v. Hirsch* (21 Ch. D. 460). In *Lindley on Partnership*, 4th ed., p. 1012, it was stated that where a partnership was alleged on the one side and denied on the other it was not the practice to appoint a receiver: *Peacock v. Peacock* (16 Ves. 49).

CHARLES, J., said that he did not see his way to appoint a receiver. A partnership was alleged on the one side and denied on the other; that was the very question to be tried at the hearing. There was a substantial controversy to be settled, and, in his opinion, no special danger was to be apprehended to the property. He should follow the practice as stated in *Lindley on Partnership* (*supra*), where a partnership was alleged on one side and denied on the other, and should refuse to appoint a receiver. The motion would be refused; no order as to costs.—COUNSEL, *T. L. Wilkinson*; *Martins, Q.C.*, and *Lemon*. SOLICITORS, *Indermarsh & Brown*, or *Charles Smale, Bideford*; *Hopburn, Son, & Outiffe*.

A. ATTACHMENT—ORDER—DISOBEDIENCE—TIME—COSTS—R. S. C. 1883, XLII, 5.

In the case of *Deer v. Swindon*, before Charles, J., on the 7th inst., the question arose as to whether a defendant, who, on motion for attachment, for disobedience to an order, raised the technical objection that no time was specified within which he must comply with the order, was entitled to the costs of the motion. On the 8th of July, 1877, an order was made

directing the defendant to deliver to the receiver in the action all promissory notes, securities, and documents. This order had not been complied with. This was a motion for leave to issue a writ of attachment against the defendant for non-compliance with the order. A preliminary objection was raised on behalf of the defendant that no time was mentioned in the order within which the defendant was to comply with it. The plaintiff should get a four-day order. Rule 5 of order 41 provides that, "Every judgment or order made in any cause or matter requiring any person to do an act thereby ordered shall state the time, or the time after service of the judgment or order, within which the act is to be done." Reference was made to *Gilbert v. Endeau* (9 Ch. D. 266). In cases which involved the liberty of the subject the utmost strictness should be observed, and the motion should be refused with costs. On behalf of the plaintiff, it was contended that the defendant had allowed an enormous mass of affidavits to be filed, and then raised a purely technical objection.

CHARLES, J., refused the motion, without costs.—COUNSEL, *Kenyon Parker*; *Archibald Brown*. SOLICITORS, *Gears, Son, & Pease*, for *Watts & Co.*, Sheffield; *Pitman & Sons*, for *Auty*, Sheffield.

COMPANY—PETITION—PRESENTATION—NOTICE—PRIORITY—COSTS—R. S. C., 1883, V., 9.

In the case of the *Middlesex Manufacturing Co. (Limited)*, before Charles, J., on the 12th inst., the question arose as to whether the petitioner, where a petition had been previously, but without his knowledge, presented on the same day, was entitled to his costs. Two petitions were presented by creditors on the 16th of September, 1887, asking that the company might be wound up. On behalf of the first petitioner it was said that a compulsory order should be made on his petition, and the second petition should be dismissed, with costs, on the ground that the second petitioner must be taken to have had notice of the presentation of the first petition, the same clerk entering both petitions in the same office. The company and creditors supported the first petition. On behalf of the second petitioner it was submitted that he was a *bond fide* creditor, and the proper course would be to make the order on both petitions: *Buckley on Companies*, 4th ed., p. 225.

CHARLES, J., made a compulsory order on the first petition, with the usual order as to costs, and dismissed the second petition, without costs.—COUNSEL, *Marten, Q.C.*, and *A. Chitty*; *Seaward Brice, Q.C.*, *Eustace Smith, Hilbery*, and *R. Woodfall*; *Kenyon Parker*.

## COMPANY—PETITION—CREDITOR—VOLUNTARY LIQUIDATION—ORDER.

In the case of the *Equestrian and Public Buildings Co. (Limited)*, before Charles, J., on the 12th inst., the question arose whether, where a creditor had presented a petition, and a voluntary liquidation had subsequently to the presentation of the petition been decided upon, a compulsory or a supervision order should be made. This was a petition presented by C. A. Wilkes, a creditor for £1,000, and a shareholder holding ten out of thirty-seven shares issued, asking that the company might be wound up. There was also a motion to appoint an official liquidator. The object of the company was to give equestrian and dramatic entertainments at the North London Coliseum and Theatre, Dalston. For the petitioner it was said that the petitioner was a creditor for £1,000, he had made the statutory demand for the money, and the company had not paid him. Since the petition was presented a resolution to wind up the company voluntarily had been passed and confirmed, and a provisional liquidator had been appointed; but that was too late, the petitioner was entitled *ex debito justitiae* to a compulsory order. A creditor for £85 5s., and one for £40, supported the petition. For the company, it was contended that neither as a shareholder, nor as a creditor, was the petitioner entitled to an order. Reference was made to the Companies Act, 1862, s. 91, and to the *Ries Gold-Washing Co.* (11 Ch. D. 36). The company wished for a supervision order, and asked that Wilkes's nominee should not be appointed liquidator. Reference was also made to sections 51 and 149 of the Companies Act, 1862, and the *Horbury Bridge Co.* (11 Ch. D. 109), the *Great Western Forest of Dean Coal Consumers Co.* (11 Ch. D. 769). A creditor for £100, and another for £84, also asked for a supervision order. A mortgagee asked for leave to continue his foreclosure action; reference was made to *Buckley on Companies* (4th ed.), p. 202, and *Campbell v. The Compagnie Generale de Bellegarde* (2 Ch. D. 181); the mortgagee's rights should be protected.

CHARLES, J., said he thought it was a case where he ought to make a winding-up order. He was satisfied with the position of Wilkes, as a creditor, supported as he was by two creditors. Two creditors opposed, but he had no evidence that the majority of the creditors opposed the petition, or that the majority of the creditors were desirous of having the voluntary winding up continued under the supervision of the court. Two creditors were in favour of a supervision order being made, but he did not see any reason why he should make such an order. He made the usual compulsory order, and the usual order as to costs. He made no order as to the mortgagee, except that he might add his costs to his security. He allowed the costs of another petition presented prior to this one, on which no costs had been incurred since the presentation of the second petition.—COUNSEL, *Latham, Q.C.*, and *Lemon*; *Oswald*; *Job Bradford*; *Miller, Q.C.*, and *Baker*; *A. Wedderburn* and *Ryland*. SOLICITORS, *Curtis & Co.*; *W. R. Helmore*; *Vandorpump & Son*; *Thomson, Son, & Breche*.

The judicial business of the House of Lords will be resumed on November 10th, when the appeal of *Cooper v. Cooper* and others will be in the paper for hearing. The present list contains 32 appeals, of which 17 are English, two are Irish, and 13 are Scotch appeals. There is only one cause standing for judgment, that of *Pritchard v. The Mayor of Bangor*.



## LEGAL NEWS.

## APPOINTMENTS.

Mr. FRANCIS OSBORNE OATES CHUBB, solicitor (of the firm of Welsh, Son, & Chubb), of Wells, has been appointed Clerk to the County Magistrates at that place, in succession to Mr. Edwin Welsh, deceased. Mr. Chubb was admitted a solicitor in 1883.

Mr. FREDERICK HARDYMAN PARKER, barrister, has been appointed to act as Chief Justice of British Honduras. Mr. Parker is the only son of Mr. William Alexander Parker, formerly Chief Justice of British Honduras. He was educated at the University of Edinburgh, and he was called to the bar at the Middle Temple in June, 1880. He is Keeper of Records, Provost-Marshal, and Registrar of the Supreme Court of British Honduras, and he has been for some time acting as Attorney-General of the colony.

Mr. ROBERT HENRY WALTER WOODWARD, barrister, has been appointed to act as Attorney-General of British Honduras. Mr. Woodward was called to the bar at the Inner Temple in January, 1887.

Mr. EDWARD DOUGLAS GODWIN, solicitor, of Winchester, has been appointed Clerk to the Magistrates for that city, in succession to Mr. Frederick Barnes, resigned. Mr. Godwin was admitted a solicitor in 1865. He is registrar of the Winchester County Court, and district registrar under the Judicature Acts.

## PARTNERSHIP DISSOLVED.

ARTHUR JAMES O'CONNOR and WALTER STANLEY RESTALL, solicitors (A. J. O'Connor & Restall), Birmingham. Sept. 29. [Gazette, Oct. 11.]

## GENERAL.

The *Albany Law Journal*, in reviewing a work on "Trade-Mark Cases," notices the following decisions:—"Albany Beef" is not a valid trademark for canned sturgeon. A label of "Old Bachelor Smoking Tobacco," with a picture of an "old bachelor," was held an infringement of a label of "Old Oon Smoking Tobacco," with a picture of a "coon," although the former also stated that it was "Not Old Oon." On the other hand, "Rising Moon Stove Polish," with a picture of the moon, was held not infringing of "Rising Sun Stove Polish," with a picture of the sun.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS, 1887.

## COURT OF APPEAL.

## Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Monday, Oct. 24. App. mts. ex pte—o.g. mts.—and apps. from orders made on interlocutory mts. Interlocutory apps continued and if necessary Q.B. Final Apps.

Tuesday, Oct. 25. Apps from Q.B. Final list.

Wednesday, Oct. 26. Apps from Q.B. Final list if necessary.

Thursday, Oct. 27. Apps from Q.B. Final list if necessary.

Friday, Oct. 28. Apps from Q.B. Final list if necessary.

Saturday, Oct. 29. Apps from Q.B. Final list if necessary.

Sunday, Oct. 30. Apps from Q.B. Final list if necessary.

Monday, Oct. 31. Apps from Q.B. Final list if necessary.

Tuesday, Nov. 1. Apps from Q.B. Final list if necessary.

Wednesday, Nov. 2. Apps from Q.B. Final list if necessary.

Thursday, Nov. 3. Apps from Q.B. Final list if necessary.

Friday, Nov. 4. Apps from Q.B. Final list if necessary.

Saturday, Nov. 5. Apps from Q.B. Final list if necessary.

Sunday, Nov. 6. Apps from Q.B. Final list if necessary.

Thursday, Oct. 27. Apps from Q.B. Final list.

Friday, Oct. 28. Apps from Q.B. Final list if necessary.

Saturday, Oct. 29. Apps from Q.B. Final list if necessary.

Sunday, Oct. 30. Apps from Q.B. Final list if necessary.

Monday, Oct. 31. Apps from Q.B. Final list if necessary.

Tuesday, Nov. 1. Apps from Q.B. Final list if necessary.

Wednesday, Nov. 2. Apps from Q.B. Final list if necessary.

Thursday, Nov. 3. Apps from Q.B. Final list if necessary.

Friday, Nov. 4. Apps from Q.B. Final list if necessary.

Saturday, Nov. 5. Apps from Q.B. Final list if necessary.

Sunday, Nov. 6. Apps from Q.B. Final list if necessary.

Monday, Nov. 7. Apps from Q.B. Final list if necessary.

Tuesday, Nov. 8. Apps from Q.B. Final list if necessary.

Wednesday, Nov. 9. Apps from Q.B. Final list if necessary.

Thursday, Nov. 10. Apps from Q.B. Final list if necessary.

Friday, Nov. 11. Apps from Q.B. Final list if necessary.

Saturday, Nov. 12. Apps from Q.B. Final list if necessary.

Sunday, Nov. 13. Apps from Q.B. Final list if necessary.

Tuesday, Oct. 25. Interlocutory apps continued and apps from Chan Gen List if required.

Wednesday, Oct. 26. Apps from the Chancery General List.

Thursday, Oct. 27. County Palatine Apps, and if necessary apps from the Chan Gen List.

Friday, Oct. 28. Apps from the Chancery General List.

Saturday, Oct. 29. App. mts. ex pte—o.g. mts.—and apps. from orders made on interlocutory mts. (sep list) & apps from general list if required.

Sunday, Oct. 30. County Palatine apps, and if necessary apps from the Chan Gen List.

Monday, Oct. 31. Apps from the Chancery General List.

Tuesday, Nov. 1. App. mts. ex pte—o.g. mts.—and apps. from orders made on interlocutory mts. (sep list) & apps from general list if required.

Wednesday, Nov. 2. App. mts. ex pte—Original mts.—apps from orders made on interlocutory mts. (sep list), and apps from general list if required.

Thursday, Nov. 3. Apps from Chan Gen List.

Friday, Nov. 4. Apps from Chan Gen List.

Saturday, Nov. 5. Apps from Chan Gen List.

Sunday, Nov. 6. Apps from Chan Gen List.

Monday, Nov. 7. Apps from Chan Gen List.

Tuesday, Nov. 8. Apps from Chan Gen List.

Wednesday, Nov. 9. Apps from Chan Gen List.

Thursday, Nov. 10. Apps from Chan Gen List.

Friday, Nov. 11. Apps from Chan Gen List.

Saturday, Nov. 12. Apps from Chan Gen List.

Sunday, Nov. 13. Apps from Chan Gen List.

Monday, Nov. 14. Apps from Chan Gen List.

Tuesday, Nov. 15. Apps from Chan Gen List.

Wednesday, Nov. 16. Apps from Chan Gen List.

Thursday, Nov. 17. Apps from Chan Gen List.

Friday, Nov. 18. Apps from Chan Gen List.

Saturday, Nov. 19. Apps from Chan Gen List.

Sunday, Nov. 20. Apps from Chan Gen List.

Monday, Nov. 21. Apps from Chan Gen List.

Tuesday, Nov. 22. Apps from Chan Gen List.

Wednesday, Nov. 23. Apps from Chan Gen List.

Thursday, Nov. 24. Apps from Chan Gen List.

Friday, Nov. 25. Apps from Chan Gen List.

Friday, Oct. 21. Motns. adj. sums, & gen. pa.

Saturday, Oct. 22. Motns. adj. sums, & gen. pa.

Sunday, Oct. 23. Motns. adj. sums, & gen. pa.

Monday, Oct. 24. Motns. adj. sums, & gen. pa.

Tuesday, Oct. 25. Motns. adj. sums, & gen. pa.

Wednesday, Oct. 26. Motns. adj. sums, & gen. pa.

Thursday, Oct. 27. Motns. adj. sums, & gen. pa.

Friday, Oct. 28. Motns. adj. sums, & gen. pa.

Saturday, Oct. 29. Motns. adj. sums, & gen. pa.

Sunday, Oct. 30. Motns. adj. sums, & gen. pa.

Monday, Oct. 31. Motns. adj. sums, & gen. pa.

Tuesday, Nov. 1. Motns. adj. sums, & gen. pa.

Wednesday, Nov. 2. Motns. adj. sums, & gen. pa.

Thursday, Nov. 3. Motns. adj. sums, & gen. pa.

Friday, Nov. 4. Motns. adj. sums, & gen. pa.

Saturday, Nov. 5. Motns. adj. sums, & gen. pa.

Sunday, Nov. 6. Motns. adj. sums, & gen. pa.

Monday, Nov. 7. Motns. adj. sums, & gen. pa.

Tuesday, Nov. 8. Motns. adj. sums, & gen. pa.

Wednesday, Nov. 9. Motns. adj. sums, & gen. pa.

Thursday, Nov. 10. Motns. adj. sums, & gen. pa.

Friday, Nov. 11. Motns. adj. sums, & gen. pa.

Saturday, Nov. 12. Motns. adj. sums, & gen. pa.

Sunday, Nov. 13. Motns. adj. sums, & gen. pa.

Monday, Nov. 14. Motns. adj. sums, & gen. pa.

Tuesday, Nov. 15. Motns. adj. sums, & gen. pa.

Wednesday, Nov. 16. Motns. adj. sums, & gen. pa.

Thursday, Nov. 17. Motns. adj. sums, & gen. pa.

Friday, Nov. 18. Motns. adj. sums, & gen. pa.

Saturday, Nov. 19. Motns. adj. sums, & gen. pa.

Sunday, Nov. 20. Motns. adj. sums, & gen. pa.

Monday, Nov. 21. Motns. adj. sums, & gen. pa.

## Chancery Court, III.

Mr. JUSTICE CHITTY.

Monday, Oct. 24. Motns.

Tuesday, Oct. 25. Motns.

Wednesday, Oct. 26. Motns.

Thursday, Oct. 27. Motns.

Friday, Oct. 28. Motns.

Saturday, Oct. 29. Motns.

Sunday, Oct. 30. Motns.

Monday, Oct. 31. Motns.

Tuesday, Nov. 1. Motns.

Wednesday, Nov. 2. Motns.

Thursday, Nov. 3. Motns.

Friday, Nov. 4. Motns.

Saturday, Nov. 5. Motns.

Sunday, Nov. 6. Motns.

Monday, Nov. 7. Motns.

Tuesday, Nov. 8. Motns.

Wednesday, Nov. 9. Motns.

Thursday, Nov. 10. Motns.

Friday, Nov. 11. Motns.

Saturday, Nov. 12. Motns.





STEWART, THOMAS BELL, Carlisle, Ironmonger. Carlisle. Pet Oct 5. Ord Oct 5.  
 STYLES, ELIZABETH, Rugby, Licensed Victualler. Coventry. Pet Oct 5. Ord Oct 5.  
 THOMAS, JOHN, Conwill Elvet, Carmarthenshire, Farmer. Carmarthen. Pet Oct 5. Ord Oct 5.  
 TURNBULL, JOHN, Willington Quay, Innkeeper. Newcastle on Tyne. Pet Oct 5. Ord Oct 5.  
 WALMSLEY, JOHN, Huddersfield, Cotton Spinner. Bolton. Pet Sept 31. Ord Oct 5.  
 WILSON, JOHN HENRY, Sutton Mill, nr Kildwick, Yorks, Tailor. Bradford. Pet Oct 4. Ord Oct 4.

## FIRST MEETINGS.

ALLERTON, SAMUEL CHAMBERS, Lowestoft, Suffolk, Boat Builder. Oct 15 at 12.30. Off Rec. 8, King st, Norwich.  
 BARTOFF, PERCY, Kingston upon Hull, Corn Merchant. Oct 17 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowdler lane, Hull.  
 BARRETT, WILLIAM, Kidderminster, Shopkeeper. Oct 14 at 12.45. Miller Corbet, solor, Kidderminster.  
 BICKLEY, THOMAS HENRY, Leicester, out of business. Oct 14 at 12.30. 23, Friar lane, Leicester.  
 BETTS, WILLIAM FRANCIS, Victoria pk sq, Bethnal green, Surgeon. Oct 14 at 12. 33, Carey st, Lincoln's inn.  
 DALEYMELE, WILLIAM, Glasgow, Leather Merchant. Oct 15 at 2.30. 28, Friar lane, Leicester.  
 GLENN, FREDERICK, Kidderminster, Builder. Oct 14 at 12. Roden & Dawes, solors, Kidderminster.  
 GRAHAM, WILLIAM, Lincoln's inn fields, Solicitor. Oct 14 at 11. 33, Carey st.  
 GRAY, ALFRED, Shaftesbury, Dorset, Licensed Hawker. Oct 17 at 2.30. Off Rec, Salisbury.  
 GREIFFIN, GEORGE, and THOMAS CALDWELL, KENWICK, Kidderminster, Plumbers. Oct 14 at 12.30. Miller Corbet, solor, Kidderminster.  
 HARMSTON, WILLIAM BATTY, Ramsgate, Circus Proprietor. Oct 14 at 2.45. 72, High st, Ramsgate.  
 JONES, CHARLES, Rhyll, Commission Agent. Oct 15 at 2.30. Star Cocoa house, Rhyll.  
 KENTON, JOSEPH, Clacton on Sea, Schoolmaster. Oct 14 at 11. Townhall, Colchester.  
 LANE, EDWARD WILLIAM, Torquay, Draper. Oct 15 at 11. Castle of Exeter, Exeter.  
 MILLATT, FREDERICK THOMAS, Buxton, Norfolk, Grocer. Oct 15 at 12. Off Rec, 8, King st, Norwich.  
 NAYLOR, GEORGE, Leeds, Clerk. Oct 17 at 11. Off Rec, 23, Park row, Leeds.  
 PARKER, GIBSON, Hartshead, nr Halifax, Currier. Oct 17 at 2.30. Off Rec, Halifax.  
 PAYY, BENJAMIN, Pewham, Wilts, Shopkeeper. Oct 20 at 11.15. Angel Hotel, Chippenham.  
 PERIS, ALBERT, Birmingham, Clothier. Oct 19 at 11. 25, Colmore row, Birmingham.  
 PINDER, THOMAS, Kingston upon Hull, Cart Man. Oct 14 at 11. Off Rec, Lincoln's inn bldgs, Bowdler lane, Hull.  
 ROSENTHAL, EMANUEL, Birmingham, Tailor. Oct 15 at 11. 25, Colmore row, Birmingham.  
 SCARTH, ROBERT WILLIAM, Cridding Stubbs, nr Knottingley, Yorks, Farmer. Oct 14 at 11. Off Rec, Bond st, Wakefield.  
 SHELLABEAR, WALTER HENRY, Bristol, Commercial Traveller. Oct 21 at 12.30. Off Rec, Bank chbrs, Bristol.  
 SHOULER, JOHN BROWN, Melton Mowbray, Auctioneer. Oct 15 at 12.30. 28, Friar lane, Leicester.  
 SKINNER, HARRY BATELY, Burlington St Edmund, Norfolk, Farmer. Oct 15 at 10.30. Off Rec, 8, King st, Norwich.  
 SOUTHWOOD, RICHARD, Torquay, Commission Agent. Oct 17 at 11. Castle of Exeter, Exeter.  
 STEPHENSON, FREDERICK GEORGE, Nottingham, Grocer. Oct 14 at 2.30. Off Rec, 1, High pavement, Nottingham.  
 STEWART, THOMAS BELL, Carlisle, Ironmonger. Oct 19 at 12. Off Rec, Fisher st, Carlisle.  
 STONE, JACOB, Leeds, Boot Dealer. Oct 18 at 11. Off Rec, 23, Park row, Leeds.  
 TURNBULL, JOHN, Willington Quay, Northumberland, Innkeeper. Oct 19 at 11. Off Rec, Pink lane, Newcastle on Tyne.  
 WARD, JOHN, Forncoett St Peter, Norfolk, Farmer. Oct 15 at 11.30. Off Rec, 8, King st, Norwich.  
 WILL, GEORGE, Bristol, Restaurant Manager. Oct 21 at 1.15. Off Rec, Bank chbrs, Bristol.  
 WILLIAMS, TREVOR LEWIS, Llanllyfni, Carnarvonshire, Quarryman. Nov 3 at 12. Queen's Head Cafe, Bangor.  
 WOODHEAD, TITUS, Leeds, Gardener. Oct 17 at 12. Off Rec, 23, Park row, Leeds.  
 YOUNGS, CHARLES, East Dereham, Norfolk, Coal Merchant. Oct 15 at 11. Off Rec, 8, King st, Norwich.

## ADJUDICATIONS.

ALAN, JOHN NIXON, Scarborough, Grocer. Scarborough. Pet Sept 27. Ord Oct 5.  
 BAINTON, HENRY, Stanningley, Yorks, Mason. Leeds. Pet Oct 2. Ord Oct 3.  
 CABRINES, ROBERT RICHARDS, St Ives, Cornwall, Gardener. Truro. Pet Oct 4. Ord Oct 4.  
 COX, JAMES RICHARD, Southsea, Baker. Portsmouth. Pet Oct 4. Ord Oct 4.  
 DAY, CHARLES WILLIAM, Market st, Barnsbury, Clerk. High Court. Pet Sept 28. Ord Oct 4.  
 DA COSTA, ALFRED, Piccadilly, Gent. High Court. Pet July 28. Ord Oct 5.  
 DYSON, EDWARD RICHARD, James st, Oxford st, Draper. High Court. Pet Sept 29. Ord Oct 4.  
 EDWARDS, WILLIAM, Perry Barr, Staffordshire, out of business. Birmingham. Pet Oct 4. Ord Oct 5.  
 ELSON, ALFRED HOWARD, Crescent, Croydon, Accountant. High Court. Pet July 23. Ord Oct 5.  
 ELWELL, THOMAS, Wolverhampton, Merchant. Wolverhampton. Pet Sept 1. Ord Oct 5.  
 GLOVER, TOM, Warwick, Saddler. Warwick. Pet Sept 2. Ord Oct 1.  
 GRAHAM, WILLIAM, address unknown, Solicitor. High Court. Pet Aug 16. Ord Oct 5.  
 GRAY, ALFRED, Shaftesbury, Licensed Hawker. Salisbury. Ord Oct 5. Ord Oct 5.  
 HARDACRE, RICHARD, Keighley, Yorks, Boot Maker. Bradford. Pet Oct 5. Ord Oct 5.  
 HARDY, GEORGE, Craven park, Harlesden, Builder. High Court. Pet July 20. Ord Oct 4.  
 HARRISON, JAMES, Fliley, Yorks, Baker. Scarborough. Pet Sept 30. Ord Oct 5.  
 HARVEY, GEORGE, William st, Hampstead rd, Carrier. High Court. Pet Aug 20. Ord Oct 5.  
 HATTEY, TOM BAKER, Fratton, Hants, Builder. Portsmouth. Pet Oct 2. Ord Oct 4.  
 HEWORTH, MARTHA, Kirkgate, Wakefield, Milliner. Wakefield. Pet Sept 18. Ord Oct 4.

INDGE, THOMAS COVENTRY, Chard, Clock Maker. Taunton. Pet Sept 15. Ord Oct 1.  
 JESTER, ALFRED ALBERT THOMAS, Walsall, Corn Dealer. Walsall. Pet Oct 5. Ord Oct 5.  
 JONES, JOHN LEWIS, Morthyr Tydfil, Tea Dealer. Morthyr Tydfil. Pet Oct 4. Ord Oct 4.  
 KUTZING, LOUIE, address unknown. High Court. Pet July 18. Ord Oct 4.  
 LANE, EDWARD WILLIAM, Torquay, Draper. Exeter. Pet Oct 4. Ord Oct 4.  
 LEVERETT, RICHARD, Olco, Master of Fishing Smack. St Grimsby. Pet Oct 8. Ord Oct 3.  
 MACKENZIE, JOSEPH ANTHONY, and THOMAS SLAY OULIVY, Redland, Bristol, Piano-forte Makers. Bristol. Pet Sept 2. Ord Oct 4.  
 MAINLY, EDWARD SAMUEL, Church, Lancs, Draper. Blackburn. Pet Oct 2. Ord Oct 3.  
 NALL, MARK, Buxton, Derby, Joiner. Stockport. Pet Oct 5. Ord Oct 5.  
 NETTLETON, JOHN, Stanley, Wakefield, Builder. Wakefield. Pet Oct 4. Ord Oct 4.  
 PARSONS, JAMES, Clapham rd, Provision Dealer. High Court. Pet Sept 22. Ord Oct 5.  
 PARKER, GIBSON, Hartshead, nr Halifax, Currier. Halifax. Pet Oct 2. Ord Oct 2.  
 PARKER, WILLIAM, Ropsley, nr Grantham, Builder. Nottingham. Pet Aug 10. Ord Oct 4.  
 PEARCE, JOHN, Worksop, Nottingham, Grocer. Sheffield. Pet Oct 2. Ord Oct 2.  
 PERIS, ALBERT, Birmingham, Clothier. Birmingham. Pet Sept 2. Ord Oct 3.  
 READINGS, JOHN NATHANIEL, Margate, Licensed Victualler. Canterbury. Pet Sept 2. Ord Oct 1.  
 SANDERS, BENJAMIN, Upton on Severn, out of business. Worcester. Pet Oct 1. Ord Oct 3.  
 SHAW, JOSEPH, and EDWIN SHAW, Warley, nr Halifax, Bobbin Makers. Halifax. Pet Sept 19. Ord Oct 5.  
 SHELLABEAR, WALTER HENRY, Bristol, Commercial Traveller. Bristol. Pet Oct 1. Ord Oct 3.  
 SHORT, JOHN, Buxton, Derby, Boot Maker. Stockport. Pet Oct 4. Ord Oct 5.  
 SKINNER, HARRY BATELY, Burlington St Edmund, Norfolk, Farmer. Norwich. Pet Sept 29. Ord Oct 5.  
 SOUTHWOOD, RICHARD, Torquay, Commission Agent. Exeter. Pet Oct 2. Ord Oct 5.  
 STILES, ELIZABETH, Rugby, Licensed Victualler. Coventry. Pet Oct 5. Ord Oct 4.  
 SUGAR, MAX, Holborn circus, Fancy Goods Dealer. High Court. Pet July 11. Ord Oct 5.  
 THOMAS, JOHN, Conwill Elvet, Carmarthen, Farmer. Carmarthen. Pet Oct 5. Ord Oct 5.  
 TURNBULL, JOHN, Willington Quay, Northumberland, Innkeeper. Newcastle on Tyne. Pet Oct 5. Ord Oct 5.  
 TURNER, ELLA, East India rd, Poplar, Tailor. High Court. Pet Aug 22. Ord Oct 4.  
 WARD, JOHN, Forncoett St Peter, Norfolk, Farmer. Norwich. Pet Oct 1. Ord Oct 3.  
 WILL, GEORGE, Bristol, Restaurant Manager. Bristol. Pet Oct 1. Ord Oct 5.  
 WILLCOCK, ALFRED, John st, Adelphi, Colliery Agent. High Court. Pet Aug 10. Ord Oct 5.  
 WILSON, JOHN HENRY, Sutton Mill, nr Kildwick, Yorks, Tailor. Bradford. Pet Oct 4. Ord Oct 5.  
 WOOD, E. St Thomas rd, Finsbury pk, Builder. High Court. Pet Apr 12. Ord Oct 3.  
 YOUNGS, CHARLES, East Dereham, Coal Merchant. Norwich. Pet Sept 12. Ord Oct 5.

The following amended notice is substituted for that published in the London Gazette of September 30.

DAVIES, THOMAS, sen, Newport, Mon, Forgemaster. Newport, Mon. Pet Sept 27. Ord Sept 27.

## ADJUDICATION ANNULLLED.

DEAN, SAMUEL, HARRISON, Chester, Saddler. Chester. Adjud June 24. Annual Sept 15.

London Gazette.—TUESDAY, Oct. 11.

## RECEIVING ORDERS.

BILLS, THOMAS, Bushey Hill rd, Camberwell, Draper. High Court. Pet Sept 22. Ord Oct 8.  
 BEVAN, EVANS, & Co, Swansea, Brokers. Swansea. Pet Sept 27. Ord Oct 7.  
 BLACKBURN, CHARLES, Sheffield, Joiner. Sheffield. Pet Sept 22. Ord Oct 8.  
 BOOTH, EUSTACE ROBERT, Bishopgate st Within, Oil Merchant. High Court. Pet Oct 5. Ord Oct 6.  
 BUTLER, THOMAS, Cranborne, Dorsetshire, Farmer. Poole. Pet Oct 2. Ord Oct 8.  
 BUTTERWORTH, EDWARD JACKSON, Manchester, Bedding Manufacturer. Manchester. Pet Oct 8. Ord Oct 8.  
 DAVIS, THOMAS HENRY, and GEORGE LISTER LAIRD, Liverpool, Paint Manufacturers. Liverpool. Pet Oct 7. Ord Oct 7.  
 EOLLES, JAMES, York, Off Dealer. York. Pet Oct 2. Ord Oct 8.  
 ELVINE, FREDERICK, Kirby Cross, nr Colchester, Engine Driver. Colchester. Pet Oct 8. Ord Oct 8.  
 ESKINER, WILLIAM, Woburn mews East, Russell sq, Carman. High Court. Pet Oct 1. Ord Oct 7.  
 EVANS, JOHN, Penygraig, Glamorganshire, Grocer. Pontypool. Pet Oct 8. Ord Oct 8.  
 FREEMAN, JOHN, Gloucester, Coal Dealer. Gloucester. Pet Oct 8. Ord Oct 8.  
 GIBSON, BENJAMIN, Llawhadra, Pembrokeshire, Farmer. Pembroke Dock. Pet Oct 4. Ord Oct 8.  
 GRANTVILLE, FRANCIS FERRATON, Garroville grove, South Kensington, Surgeon. High Court. Pet Oct 8. Ord Oct 8.  
 HAWKINS, CHARLES EDWARD, Derby, Plumber. Derby. Pet Oct 7. Ord Oct 7.  
 HOLMES, ROBERT, Forest hall, Northumberland, Builder. Newcastle on Tyne. Pet Sept 24. Ord Oct 8.  
 HORNER, JAMES READ, Salterhobbs, nr Halifax, Chemical Manufacturer. Halifax. Pet Oct 6. Ord Oct 8.  
 HUNT, CORNELIUS, Bournemouth, Provision Dealer. Poole. Pet Oct 2. Ord Oct 8.  
 HURST, AUGUSTUS HENRY, Rosemoor, Culverton rd, Balham, Builder. Wandsworth. Pet May 26. Ord Oct 8.  
 JAMES, STANLEY CARLISLE, Derby, Commission Agent. Derby. Pet Oct 7. Ord Oct 7.  
 JENKINS, THOMAS, Pontardawe, Glamorganshire, out of business. Neath. Pet Oct 8. Ord Oct 8.  
 JEWISON, ALFRED WILLIAM, Scarborough, Innkeeper. Scarborough. Pet Oct 2. Ord Oct 8.  
 JONES, THOMAS, Trevon, Carnarvonshire, Bootmaker. Bangor. Pet Oct 5. Ord Oct 8.  
 JOSEPH, R. Goddman st, Mantle Manufacturer. High Court. Pet Oct 6. Ord Oct 7.  
 KENT, ARTHUR, Woburn Sands, Bucks, Wheelwright. Northampton. Pet Oct 7. Ord Oct 7.

KRAUS, FREDERICK, Weston super Mare, Baker. Bridgwater. Pet Sept 29. Ord Oct 7.  
 LOVEDAY, HENRY, Slough. Windsor Chair Manufacturer. Windsor. Pet Oct 7. Ord Oct 7.  
 MILLER, EDWARD, Bishopcotes, Gloucester, Bank Clerk. Bristol. Pet Oct 7. Ord Oct 7.  
 OGDEN, JOHN, Liversedge, Yorks, Innkeeper. Dewsbury. Pet Oct 6. Ord Oct 7.  
 PALFREY, HENRY, Derby, Game Dealer. Derby. Pet Oct 7. Ord Oct 7.  
 PARKINS, THOMAS, Green Market, Carlisle, Fish Hook Maker. Carlisle. Pet Oct 8. Ord Oct 8.  
 PARRY, RICHARD WILLIAM, Llanfairpwllgwyngyll, Anglesey, Draper. Bangor. Pet Oct 7. Ord Oct 7.  
 PROUDFOOT, DANIEL, Carlisle, Fish Dealer. Carlisle. Pet Oct 6. Ord Oct 6.  
 ROBINSON, LEWIS, Barrow in Furness, Fishmonger. Ulverston and Barrow in Furness. Pet Oct 5. Ord Oct 5.  
 SCRIVEN, HENRY, Womersley, Yorks, Farmer. Wakefield. Pet Oct 8. Ord Oct 8.  
 SHILLIN, WILLIAM EDWARD, York Cattle, Yorks, Solicitor. Sheffield. Pet Aug 18. Ord Oct 6.  
 SILVERSTEIN, ERNEST F., Chancery Lane, Barrister at Law. High Court. Pet Aug 5. Ord Oct 6.  
 STAMMER, ARTHUR, Folkestone, Tailor. Canterbury. Pet Oct 7. Ord Oct 7.  
 STRAD, THOMAS, and RICHARD STRAD, Leeds, Tailors. Leeds. Pet Oct 6. Ord Oct 6.  
 TAYLOR, WALTER JAMES, Westonsayland, Somersetshire, General Shop Keeper. Bridgwater. Pet Oct 7. Ord Oct 7.  
 THOMAS, JOHN, Saundersfoot, Pembrokeshire, Builder. Pembrokeshire. Pet Oct 5. Ord Oct 5.  
 TINGLE, WILLIAM HENRY, Ecclesfield, Yorks, Farmer. Sheffield. Pet Sept 22. Ord Oct 7.  
 TOMLIN, THOMAS ARTHUR, Sheffield, Watchmaker. Sheffield. Pet Oct 7. Ord Oct 7.  
 TOOTH, ALICE, Birtow, Worcestershire, Farmer. Worcester. Pet Oct 7. Ord Oct 7.  
 UPTON, WILLIAM, Narborough, Leicestershire, Coal Merchant. Leicester. Pet Sept 24. Ord Oct 7.  
 WHITEHEAD, SMITH, WILLIAM REYNOLDS WHITEHEAD, and VIRGIL WHITEHEAD, Bradford, Manufacturers. Bradford. Pet Oct 6. Ord Oct 6.  
 WHITEHEAD, WALTER, Fleetwood, Lancashire, Hairdresser. Preston. Pet Oct 6. Ord Oct 7.  
 WYDE, MARGARET, Dudley, Worcestershire, Fancy Goods Dealer. Dudley. Pet Oct 4. Ord Oct 4.  
 YATES, GEORGE, Bath, Printer. Bath. Pet Oct 7. Ord Oct 7.

## FIRST MEETINGS.

BARNARD, LOUISA HOPKINSON, Sheffield, Confectioner. Oct 19 at 11. Off Rec, Figs Lane, Sheffield.  
 BARR, WILLIAM SKYMOUR, Cardiff, Merchant Tailor. Oct 19 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn.  
 BEVAN, EVANS, & Co, Swansea, Brokers. Oct 20 at 11. Off Rec, 6, Rutland st, Swansea.  
 BUTLER, THOMAS, Cranborne, Dorset, Farmer. Oct 20 at 2.30. Off Rec, Salisbury.  
 CAINE, CHARLES MADDELL, and GEORGE OSCAR CAINE, Liverpool, Pawnbrokers. Oct 19 at 2. Off Rec, 25, Victoria st, Liverpool.  
 CAINE, JANE, Liverpool, out of business. Oct 19 at 2. Off Rec, 25, Victoria st, Liverpool.  
 COX, JAMES RICHARD, Southsea, Baker. Oct 24 at 3.30. 166, Queen st, Portsea.  
 DENCE, ALBERT, Southsea, Ironfounder. Oct 24 at 4. 106, Queen st, Portsea.  
 EASTWOOD, JOHN, Leeds, Butcher. Oct 18 at 12. Off Rec, 22, Park row, Leeds.  
 EYLES, JAMES, York, Off Dealer. Oct 21 at 12. Off Rec, York.  
 EYRE, FREDERICK, Kirkby Cress, nr Colchester, Engine Driver. Oct 26 at 11. Townhall, Colchester.  
 FARRINGTON, THOMAS HENRY, Walsall, Auctioneer. Oct 20 at 11.15. Off Rec, Walsall.  
 GOSWILL, F. W., Milton st, Wire Merchant. Oct 19 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn.  
 GRIFFITHS, ROBERT JAMES, St Martin's Lane, Jeweller. Oct 20 at 11. 28, Carey street, Lincoln's inn.  
 GREENWAY, KELLYN, THOMAS GREENWAY, GEORGE CATTLE GREENWAY, and SAMUEL CLARK SMITH, Warwick, Bankers. Oct 17 at 11. Shirehall, Warwick.  
 HARRISON, RICHARD, Keighley, Yorks, Bootmaker. Oct 19 at 12. Off Rec, 31, Manor row, Bradford.  
 HATHURST, HENRY JAMES, Hastings, Jeweller. Oct 18 at 12. Bankruptcy bldg, Portugal st, Portsea.  
 HAYTER, TUN BAKER, Frinton, Hampshire, Builder. Oct 24 at 1.30. 104, Queen st, Portsea.  
 HOLMES, ROBERT, Forest Hall, Northumberland, Builder. Oct 22 at 10.30. Off Rec, Fish Lane, Newcastle on Tyne.  
 HOSKIN, JAMES READ, Salford, Manchester, Chemical Manufacturer. Oct 21 at 3.30. Off Rec, Halifax.  
 JACKSON, EBERHARD, Chesapeake, Auctioneer. Oct 18 at 12. 20, Carey st, Lincoln's inn.  
 JAMES, STANLEY CARLYLE, Derby, Commission Agent. Oct 21 at 12. Off Rec, 28, James's cloister, Derby.  
 JENNER, ALFRED ALBERT THOMAS, Walsall, Corn Dealer. Oct 26 at 11.15. Off Rec, Walsall.  
 JEWELL, ALFRED WILLIAM, Scarborough, Innkeeper. Oct 18 at 11. Off Rec, 74, Newborough st, Scarborough.  
 JONES, EDWARD MATTHEW, Abercrombie, nr Bridgend, Grocer. Oct 22 at 12. Off Rec, 2, Crookherbtown, Cardiff.  
 JONES, RICHARD JOHN, Llanymedoch, Anglesey, Grocer. Oct 25 at 12. Off Rec, Croydon, Chertsey.  
 KING, THOMAS BELLAMY, Grove Lane, Camberwell, out of occupation. Oct 18 at 11. 28, Carey st, Lincoln's inn.  
 KNOWLES, MARK, Beckenham, Kent, Draper. Oct 19 at 3. Off Rec, Bank chmbr, Batley.  
 LEVITT, RICHARD, Cloe, Lincolnshire, Master of Fishing Smack. Oct 20 at 12. Off Rec, 3, Haven st, St Grimsby.  
 LEY, JOHN EVAN, Porth, Glam, Provision Dealer. Oct 18 at 2. Off Rec, 2, Crookherbtown, Cardiff.  
 MASTY, EDWARD BARTON, Church, Leics, Draper. Oct 19 at 3.30. Off Rec, Oglethorpe, Bridge st, Manchester.  
 MATTHEW, JAMES WILLIAM, Wall st, Hackney, Cheesemonger. Oct 19 at 11. 28, Carey st, Lincoln's inn.  
 MALL, MARK, Fuxton, Derbyshire, Joiner. Oct 19 at 11.30. Off Rec, County chmbr, Market pl, Stockport.  
 MERRILL, JOHN, Wakefield, Builder. Oct 18 at 11. Off Rec, Bond terr, Wakefield.  
 PALFREY, HENRY, Derby, Game Dealer. Oct 21 at 11. Off Rec, 28, James's cloister, Derby.  
 FRANK, JOHN, Workson, Notts, Grocer. Oct 19 at 1. Off Rec, Figs Lane, Sheffield.

PROUDFOOT, DANIEL, Carlisle, Fish Dealer. Oct 19 at 4. Off Rec, 24, Fish st, Carlisle.  
 READY, CHARLES, Sudbury, Grocer. Oct 22 at 12. 28, Carey st.  
 ROBINSON, GEORGE HARRY, Leeds, Bookseller. Oct 20 at 11. Off Rec, 22, Park row, Leeds.  
 ROLFE, JAMES, Sheffield, Beerhouse Keeper. Oct 19 at 12. Off Rec, Figs Lane, Sheffield.  
 ROSEMER, CHARLES JAMES, Bridgend, Licensed Victualler. Oct 22 at 11. Off Rec, 2, Crookherbtown, Cardiff.  
 SHORT, JOHN, Buxton, Derbyshire, Boot Maker. Oct 19 at 12. Off Rec, County chmbr, Market pl, Stockport.  
 STYLING, ELIZABETH, Rugby, Licensed Victualler. Oct 20 at 10.45. E. C. Pegg, Solicitor, North st, Rugby.  
 THOMAS, JOHN, Convil Elvet, Carmarthenshire, Farmer. Oct 18 at 11. Off Rec, Carmarthen.  
 TOOTH, ALICE, Birtow, Worcestershire, Farmer. Oct 21 at 11. Off Rec, Worcester.  
 WALMSLEY, JOHN, Huddersfield, Cotton Spinner. Oct 19 at 11.30. 16, Wood st, Bolton.  
 WHITEHEAD, SMITH, WILLIAM REYNOLDS WHITEHEAD, and VIRGIL WHITEHEAD, Bradford, Manufacturers. Oct 20 at 11. Off Rec, 21, Manor row, Bradford.  
 WILSON, JOHN HENRY, Sutton Mill, nr Kildwick, Yorks, Tailor. Oct 19 at 11. Off Rec, 31, Manor row, Bradford.

## ADJUDICATIONS.

ALLOTT, JOHN, Liverpool, Team Owner. Liverpool. Pet Sept 20. Ord Oct 6.  
 BLAKE, JAMES, Manchester, Boiler Maker. Manchester. Pet Aug 20. Ord Oct 7.  
 BLYTH, WILLIAM FRANCIS, Park sq, Bethnal green, Surgeon. High Court. Pet Aug 20. Ord Oct 6.  
 BEDINGHAM, BENJAMIN GEORGE, Sheffield, Cabinet Maker. Sheffield. Pet Sept 19. Ord Oct 6.  
 BOAL, WILLIAM JOHN, Birkenhead, Clothier. Birkenhead. Pet Sept 2. Ord Oct 6.  
 BRAY, NICHOLAS, St Kew, Cornwall, Carpenter. Truro. Pet Sept 19. Ord Oct 6.  
 BRIGHT, ALEXANDER, Mildenhall, Suffolk, Milliner. Bury St Edmunds. Pet Sept 20. Ord Oct 6.  
 BUTLER, THOMAS, Cranborne, Farmer. Poole. Pet Oct 6. Ord Oct 6.  
 BUTTERWORTH, EDWARD JACKSON, Manchester, Bedding Manufacturer. Manchester. Pet Oct 8. Ord Oct 8.  
 DAVIS, THOMAS HENRY, and GEORGE LISTER LAIRD, Liverpool, Paint Manufacturers. Liverpool. Pet Oct 7. Ord Oct 7.  
 EYLES, JAMES, York, Off Dealer. York. Pet Oct 8. Ord Oct 8.  
 EYRE, WILLIAM, Woburn mews East, Russell sq, Carman. High Court. Pet Oct 7. Ord Oct 7.  
 EVANS, JOHN, Penygraig, Grocer. Pontypridd. Pet Oct 6. Ord Oct 6.  
 FIELD, THOMAS MEAGHER, Worsley road, Hampstead, Printer. High Court. Pet Aug 20. Ord Oct 6.  
 GLENN, FREDERICK, Kidderminster, Builder. Kidderminster. Pet Sept 13. Ord Oct 6.  
 GRIFFITHS, JONAH, and THOMAS JONES, Blaenau Ffestiniog, Merioneth, Grocers. Bangor. Pet Aug 19. Ord Oct 6.  
 HANN, HERBERT, and WILLIAM HENRY HANN, Bournemouth, Builders' Messengers. Poole. Pet Aug 20. Ord Oct 7.  
 HAWKINS, CHARLES EDWARD, Derby, Plumber. Derby. Pet Oct 7. Ord Oct 7.  
 HERR, EMIL, Kent ter, Regent's pk. High Court. Pet Aug 20. Ord Oct 8.  
 HOSKIN, JAMES READ, Salford, Manchester, Chemical Manufacturer. Halifax. Pet Oct 6. Ord Oct 6.  
 HUNT, CORNELIUS, Bournemouth, Provision Dealer. Poole. Pet Oct 6. Ord Oct 6.  
 HUNT, JAMES, Birtow in Furness, Farmer. Ulverston and Birtow in Furness. Pet Sept 12. Ord Oct 5.  
 ISAACSON, WILLIAM, Jun, Depden, Suffolk, Farmer. Bury St Edmunds. Pet Oct 12. Ord Oct 8.  
 JAMES, STANLEY CARLYLE, Derby, Commission Agent. Derby. Pet Oct 7. Ord Oct 7.  
 JONES, THOMAS, Trevor, Carnarvon, Settmaker. Bangor. Pet Oct 6. Ord Oct 6.  
 MCARTHUR, WILLIAM, Leadenhall st, Merchant. High Court. Pet Aug 17. Ord Oct 8.  
 OGDEN, JOHN, Liversedge, Yorks, Innkeeper. Dewsbury. Pet Oct 6. Ord Oct 6.  
 PALFREY, HENRY, Derby, Game Dealer. Derby. Pet Oct 7. Ord Oct 7.  
 PARKINS, THOMAS, Carlisle, Fish Hook Maker. Carlisle. Pet Oct 8. Ord Oct 8.  
 PARRY, RICHARD WILLIAM, Llanfairpwllgwyngyll, Anglesey, Draper. Bangor. Pet Oct 7. Ord Oct 7.  
 PAYT, BENJAMIN, Pesham, Wilts, Shopkeeper. Bath. Pet Oct 1. Ord Oct 8.  
 PROUDFOOT, DANIEL, Carlisle, Fish Dealer. Carlisle. Pet Oct 6. Ord Oct 6.  
 SCRIVEN, HENRY, Womersley, Yorks, Farmer. Wakefield. Pet Oct 8. Ord Oct 8.  
 SMITH, GEORGE, Kettering, Hairdresser. Northampton. Pet Sept 20. Ord Oct 8.  
 STAMMER, ARTHUR, Folkestone, Tailor. Canterbury. Pet Oct 6. Ord Oct 7.  
 STRAD, THOMAS, and RICHARD STRAD, Leeds, Tailors. Leeds. Pet Oct 6. Ord Oct 6.  
 TOOTH, ALICE, Birtow, Worcestershire, Farmer. Worcester. Pet Oct 7. Ord Oct 7.  
 VAREY, HENRY, and THOMAS VAREY, Liverpool st, Bootmakers. High Court. Pet Aug 10. Ord Oct 7.  
 WALMSLEY, JOHN, Huddersfield, Cotton Spinner. Bolton. Pet Sept 20. Ord Oct 7.  
 WELLS, STANLEY GRADY, Swansea, Innkeeper. Swansea. Pet Sept 26. Ord Oct 7.  
 WHITEHEAD, WALTER, Fleetwood, Lancs, Hairdresser. Preston. Pet Oct 6. Ord Oct 6.  
 WIOFALL, WILLIAM, the younger, Sheffield, Brush Manufacturer. Sheffield. Pet Sept 19. Ord Oct 6.  
 WILLIAMS, TREVOR LEWIS, Llanllyfni, Carmarthenshire, Quarryman. Bangor. Pet Sept 20. Ord Oct 7.  
 WILSON, CHARLES, Knottingley, Yorks, Draper. Wakefield. Pet Sept 17. Ord Oct 7.

## SALES OF ENSUING WEEK.

Oct. 19.—Messrs. ERWIN FOX & BOURFIELD, at the Mart, Tokenhouse-yard, at 3 p.m. Reversion (see advertisement this week, p. 788).  
 Oct. 21.—Messrs. FAIRBAIN, ROBERTS, & Co., at the Mart, Tokenhouse-yard, at 3 p.m., Freehold Schoolhouse and Premises (see advertisement this week, p. 789).



## BIRTHS, MARRIAGES, AND DEATHS.

**BIRTHS.**  
**DICKENS.**—Oct. 11, at Tedworth-square, Chelsea, the wife of Henry Fielding Dickens, barrister-at-law, of a son.  
**FARQUHAR.**—Oct. 11, at Abergevenny, the wife of James Hervey Farquhar, solicitor, of a son.

## DEATH.

**LANGDON.**—Oct. 9, at Hastings, Augustin William Langdon, M.A., barrister-at-law, aged 50.

Where difficulty is experienced in procuring the Journal with regularity, in the Country, it is requested that application be made direct to the Publisher.

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SOLICITOR wishes to Purchase small London Practice bringing in about £300 per annum.—Apply, PURCHASE, "Solicitors' Journal" Office, 27, Chancery-lane.

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HIGHGATE (1,794).—To be LET, on LEASE, an excellent detached FAMILY RESIDENCE; four reception, nine bed and dressing rooms. From a good tenant a very moderate rent will be accepted.—Apply to Frickett, Venables, & Co., No. 60, Chancery-lane, W.C.; Highgate, N.; and Barnet, Herts.

HIGHGATE (2,001).—To be SOLD, or Let, on Lease, No. 5, The Grove, a FREEHOLD FAMILY RESIDENCE with good garden, situate in the highest and best part of Highgate, commanding beautiful views of the country towards Hampstead, and containing ample accommodation for a family of position.—For particulars and cards to view apply to: Debenham, Tewson, & Co., 80, Chancery-lane, E.C.; or Frickett, Venables, & Co., as above.

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Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

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94 CHANCERY LANE, LONDON.

SALE DAYS FOR THE YEAR 1887.  
**MESSES. FAIRBROTHER, ELLIS, CLARK, & CO.** beg to announce that the following days have been fixed for their SALES of FREEHOLD and LEASEHOLD ESTATES, Ground-Rents, Reversions, and other Investments during the year 1887, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:—  
 Wed., Oct. 19 Thurs., Dec. 1 Wed., Dec. 14  
 Wed., Nov. 16

Other appointments for Special Sales will be arranged.—Nos. 29, Fleet-street, Temple Bar, E.C.; 18, Old Broad-street, E.C.; and No. 14, Fitzjohn's-parade, Hampstead, N.W.

## CHANCERY LANE.

An exceedingly important and valuable Investment in the handsome and substantial block of buildings distinguished as the Law Courts-chambers, and being Nos. 33 and 34, Chancery-lane. The premises occupy the entire frontage between Bream's-buildings and Church-passage, over an area of over 6,000 sq. ft., and are finished with imposing elevations of red brick with stone dressings. They comprise basement, ground, and four upper floors, arranged as business premises, offices, and professional chambers, with a central entrance and two staircases running throughout. Mostly let on leases or agreements to old and responsible tenants, the principal portion of the ground floor frontage being occupied by the Royal Insurance Company and "Froesser's" well-known restaurant, and the entirety produces a rental (including the estimated value of a few of the chambers at present unlet) of nearly £2,500 per annum. The property is held for an unexpired term of 60 years, at a moderate ground-rent.

**MESSES. FAIRBROTHER, ELLIS, CLARK, & CO.** are instructed to offer for SALE by AUCTION, at the MART, E.C., on THURSDAY, DECEMBER 1st, at TWO o'clock the above-described, thoroughly sound LEASEHOLD INVESTMENT.

Particulars (when ready) may be obtained of Messrs. Scadding & Bodkin, Solicitors, No. 23, Gordon-street, Gordon-square, W.C.; Mr. Robert Watson, No. 40, Chancery-lane, W.C.; and of Messrs. Fairbrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

For Peremptory Sale.—The Horton Estate, Northamptonshire, embracing an area of about 4,500 acres. It comprises a fine old country residence, erected by the celebrated Lord Halifax, standing in an extensive park of 900 acres, and having all the usual appurtenances for a large establishment, numerous high-class farms, with capital farm-houses and buildings, and including some of the best land in the county; accommodation holdings, houses, cottages, &c. The property is situated six miles from Northampton, in a favoured district for residence and sporting, affording excellent shooting and fishing, and being in the neighbourhood of the Grafton and Fyningham Hunts, while a station on the estate brings it within two hours' journey of London.

**MESSES. FAIRBROTHER, ELLIS, CLARK, & CO.** have received instructions to offer the above important FREEHOLD MANORIAL ESTATE for SALE by AUCTION, on WEDNESDAY, 18th NOVEMBER, 1887 (unless previously disposed of privately).

Detailed advertisements will appear in due course, and particulars, plans, and conditions of sale may be obtained of Messrs. Frigate & Frigate, Solicitors, 40, Craven-street, Strand, W.C.; E. W. Trinder, Esq., Caretaker, or of Messrs. Fairbrother, Ellis, Clark, & Co., 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

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Preliminary Notice.—Valuable Freehold Properties at Hendon and Crickwood, comprising two fully licensed taverns, with yards and abutting adjoining; 25 capital dwelling-houses, all conveniently situated close to railway stations, and let to capital tenants at rents amounting to over £1,100 per annum; also a Leasehold Dwelling-house and Premises in Grove-lane, Camberwell, and a Dwelling-house in Leighton-road, Kentish-town. Likewise let to good tenants, presenting investments of a thoroughly sound and improving character.

**MESSES. FAIRBROTHER, ELLIS, CLARK, & CO.** are instructed to prepare for SALE by AUCTION, at the MART, on NOVEMBER, the above-described eligible FREEHOLD and LEASEHOLD ESTATES, in numerous Lots.

Particulars will be announced in future advertisements, but may in the meantime be obtained at the Auctioneer's Office, 29, Fleet-st., Temple-bar, E.C.

By order of the Second Mortgagee.—Freehold Schoolhouse and Premises, of Modern Erection, and standing in two acres, suitable for an institution or college, beautifully situated on the high ground of Enfield Chase, one mile from two stations and only ten from London. In full working order, with accommodation for 60 residents, lofty dining hall, spacious schoolroom, class-rooms, three bath rooms, lavatories, workshops, and cement tennis court.

**MESSES. FAIRBAIRN, ROBERTS, & CO.** will SELL the above, subject to a mortgage of £3,000, at the AUCTION MART, Tokenhouse-yard, Bank of England, on FRIDAY, the 21st inst., at TWO (unless an acceptable offer be previously made).  
 Particulars at the Mart; of Messrs. Wilkinson & Howlett, Solicitors, 14, Bedford-street, Covent-garden, W.C.; and of the Auctioneers, 110, Cannon-street, City, and Enfield.

## Valuable Absolute and Contingent Reversions.

**MESSES EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY, OCTOBER 19th, at TWO o'clock, valuable ABSOLUTE REVERSION to the sum of £700, on the death or re-marriage of a gentleman, aged 64 years, and now invested partly in Consols and partly in leasehold property; also the reversion to one-fourth share of two respective sums of £1,000, contingent on the death without issue attaining majority of two gentlemen.

Particulars of Clarence Harcourt, Esq., Solicitor, 15, Moorgate-street, E.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, 26, Gresham-street, Bank, E.C.

## Two Small Reversions.

**MESSES EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY, NOV. 2, at TWO o'clock, in Lots:—

1. The Absolute Reversion to the sum of a sum of £500, on the death of a gentleman, aged 64 years, and now invested in the sum of £500, on the death of a lady now in her 10th year.

2. The Absolute Reversion to the sum of a sum of £500, invested on freehold property at Chesham, and available on the death of the above lady.

Particulars of John Harcourt, Esq., Solicitor, 15, Moorgate-street, E.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, 26, Gresham-street, Bank, E.C.

## SALES BY AUCTION FOR THE YEAR 1887.

**MESSES. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues. Oct 18 | Tues. Nov 23  
Tues. Nov 8 | Tues. Dec 13

Auctions can also be held on other days. In order to secure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 90, Cheap-side, or will be forwarded. Telephone No. 1,563.

**MESSES. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S** LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be retained, free of charge, at their offices, 90, Cheap-side, E.C., or will be sent by post in return for three stamps. Particulars for insertion should be received not later than four days previous to the end of the preceding month.

**TO LAW STATIONERS.**—To be SOLD, by Private Treaty, a first-class and old-established Law Stationer's Business in Liverpool, together with the Stock-in-Trade, Fixtures, and Fittings. The same can be purchased with or without the Book Debts, which are principally owing by the leading Liverpool solicitors. For further information apply to **BARBER, SPENCER, & Co.**, Chartered Accountants, 4, Cook-street, Liverpool.

**OFFICES to be LET.**—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent. Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

**GROUND FLOOR.**—Fine large Premises to be Let in Lincoln's-inn-fields; well suited to Solicitors, Barristers, Law Stationers, and others desiring to be near the Law Courts; splendid situation; moderate rent. Apply to Attendant, 3 and 4, Lincoln's-inn-fields; or at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

**LINCOLN'S-INN-FIELDS.**—A fine Pair of large Front Rooms, on the ground floor, to be Let; suitable for solicitors, barristers, law stationers, and firms desiring to be near the Law Courts; splendid situation; moderate rent. Apply to Attendant, on the premises, 3 and 4, Lincoln's-inn-fields; or at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

**TO COMPANY PROMOTERS, BANKERS, INSURANCE COMPANIES, and Others.**—To be Let, an elegant Suite of Rooms of three, five, or more in a fine building near the Royal Courts of Justice and the Chancery-lane Safe Deposit; splendid situation; fitted throughout with every convenience and lighted by electricity. Large Hall can be hired in same building for occasional meetings on special terms; moderate rent. Apply to view and for further particulars to the Collector, in the Hall of 63 and 64, Chancery-lane, W.C.

**OFFICES and CHAMBERS.**—Lofty and Well-lighted Offices and Chambers to be Let at Law Buildings, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c. Apply to Messrs. LAUND & Co., Chartered Accountants, on the premises.

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**TO LET, near Angel, Islington.**—Superior Furnished Offices, with fuel, gas, attendance, &c.; suitable for Solicitors, Surveyors, and others; business introduced. Apply to the NATIONAL CONTRACT COMPANY, LIMITED, 186, St. John-street-road, E.C.

**36, LINCOLN'S-INN-FIELDS** (South side).—Two good Offices on First Floor; with accommodation for Principals and Clerks; Rent moderate. Messrs. ELLIOTT, Surveyors and Estate Agents, 40, Chancery-lane, W.C.

**THE SOCIETY OF ACCOUNTANTS and AUDITORS.** (Incorporated 1886.) The Fellows and Associates of this Society practice in all parts of the United Kingdom, and are styled "Incorporated Accountants." Lists of the Members and all information may be obtained upon application to the Secretary. By order of the Council, **JAMES MANTON, Secretary.** Offices: 1, Newgate-street, London, E.C.

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**TO ADVOCATES and PUBLIC SPEAKERS.**—A Graduate of Oxford (formerly Scholar of Trinity and Member of Lincoln's-inn), will commence Lectures the first week in November on the Production and Management of the Voice, with special reference to Advocacy. Fee for the course, Five Guineas.—Address ADVOCATE, care of the Manager, Bloomsbury Hall, Hart-street, W.C.

**HOME for the TREATMENT and CURE of INEBRIETY and MORPHIA HABIT.** High Shot House, Twickenham. Charming secluded. Gentlemen only. Limited number taken. Billiard room, library, lawn tennis court, bowle, &c. The whole staff pledged abstainers. Terms—2s to 5 guineas weekly. Particulars from the Medical Superintendent, H. BRANTHWAITE, F.R.C.S. Ed.; and reference is permitted to Messrs. MUTTON & MORRIS, Solicitors, 65A, Queen Victoria-street, London.

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H. JONES WILLIAMS, General Secretary.

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One of the most recent claims upon the Company was under Life Policy No. 508, issued in 1833 for £200, and which had acquired Bonus additions amounting to £2,015, increasing the policy to £2,815.

W. L. SEYFANG, Secretary and General Manager.

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Subscribed Capital, £1,400,000; Paid-up, £200,000

Total Invested Funds over £1,550,000.

E. COZENS SMITH, General Manager.

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INCOME & FUNDS (1886):—

Fire Premiums ... .. £582,000

Life Premiums ... .. 198,000

Interest ... .. 13,000

Accumulated Funds ... .. £3,297,000

## THE MORTGAGE INSURANCE CORPORATION, LIMITED.

AMOUNT OF CAPITAL SUBSCRIBED, £710,000

Offices of the Corporation:—

Winchester House, Old Broad-street, E.C.

Rt. Hon. E. PLAYDELL BOUVIER, Chairman.

Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman

Policies are now being issued by this Corporation

insuring Mortgages of Freehold and Leasehold

Property, holders of Mortgage Debentures and

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These Policies will be of especial advantage to

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at the expiration of their leases or at any fixed

periods.

For particulars and conditions of Insurance apply

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JAS. O. FRINSE, Secretary.

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ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom

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The Funds in hand and Capital Subscribed amount to

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old Climate; every comfort for Visitors;

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